

# Exhibit K

New Dock Master Agreement Submittal

# **Pleasure Cove Marina LLC.**

## **Dock Master Program**

### **Rules, Regulations, Terms and Conditions**

1. Dock Master docks owned by Permittees will be under the management of Pleasure Cove Marina LLC., a duly authorized concessioner or the U. S. Bureau of Reclamation hereinafter referred to as "the Marina". The privately owned docks will have a Master who will report to and be selected by Marina Management.
2. Docks may be occupied through October 31<sup>st</sup>, 2005 at which time this agreement terminates and the docks must be removed from the Pleasure Cove Mooring Site. All private docks must be removed no later than November 15, 2005. The dock owner may only store a boat that he /she has proof of ownership by title.
3. Docks are subject to removal if any account with the Marina and/or the Dock Master becomes delinquent. Removal fees are now \$1,500 per dock mooring, plus unpaid account balances and associated fees. Dock removal fees are subject to change based on approval from the Bureau of Reclamation. Docks must be removed 15 days after written notification from Marina Management.
4. It is the responsibility of the dock owner to maintain their dock to the standards of the Marina's Dock Master Program, the Bureau of Reclamation and applicable State and County laws and regulations. Marina Management and the Dock Master will periodically inspect the docks. Notices will be sent listing items that require correction. Repairs are to be made within the specified time stated in the inspection. Docks which are not maintained to specific standards are subject to removal and payment of removal fees plus any unpaid account balances. Docks must be removed within 15 days after written notification from Marina Management.
5. Repairs to docks, swim floats, and walkways are permitted with written authorization from the Marinas. Additions to docks such as dock boxes also require approval. The Marina office will provide the Application to Request Authorization to Repair Docks and Facilities.
6. Docks are to be joined together in community strings as required by the Bureau of Reclamation and the Marina. Anchoring and joining of dock strings must be designed to withstand winter season storms. If you have any questions about the maintenance of your string please contact your Dock Master.
7. All docks must have the last name of the Permittee (dock owner) painted on the deck near the front mooring eye in three-inch (3") black letters. Docks where the name is not identifiable will be treated as abandoned and removed after deficiency is not corrected without notice.

# Pleasure Cove Marina LLC.

## Dock Master Program

### Rules, Regulations, Terms and Conditions

8. Docks must have a thoroughfare at all times from the walkway ramp to the end of each string. Entrance gates will not have locks or other devices that prohibits access to the shoreline. Unleashed dogs are permitted on the docks, but they must have responsible adult supervision. Each dock string must provide a solid waste (refuse) container which must be attached to the dock in such a manner that its contents cannot enter the lake. A heavy duty plastic liner will be used at all times in the container and emptied at the end of the weekend and properly disposed of in a designated area for pickup.

9. In an effort to keep the dock areas safe for all users, the following will apply:

- Running on docks is prohibited.
- PFD's (life jackets) must be worn on the dock and where the boat is stored.
- Diving /swimming under the docks or in slips is prohibited.
- Docks with boat lifts must have a flagging system attached in a manner as to notify swimmers of an underwater obstruction.

10. Because of the unpredictability and severity of the weather during the winter months, all awning covers must be removed by October 15<sup>th</sup>.

11. Dock Moorage Maintenance Fee: The Dock Moorage Maintenance Fee is \$150 which covers the period of June 1<sup>st</sup>, 2005 through October 31<sup>st</sup>, 2005 and is due and payable no later than August 1<sup>st</sup>, 2005.

12. Release of Liability: Owner hereby release Marina from any and all liability, claims, demands, or actions that owner may have for injuries (or death) sustained by owner (Or any of owner's family, guest or invitees) while in, on or about the dock, unless it is caused by the gross negligence of the Marina. Marina shall not be liable for the Loss, theft of or damage to dock, unless it is caused by the gross negligence or other fault of Marina.

13. Indemnification: Owner hereby agrees to indemnify and hold Marina harmless from All claims, judgments and cost, including but not limited to attorney's fees, and to Reimburse Marina for any expenses whatsoever incurred in connection with any action brought relating in any way to the dock.

14. ACKNOWLEDGMENT: Permittee(s) acknowledge(s) by signing below that he/she has read the full text of this **Dock Master Agreement**. The Permittees and all guests agree to comply with all Terms and Conditions of this Program Rules and regulations may change periodically. Changes will be effective after a thirty-day (30) notice in writing.

**Please sign below and return this original document along with your Moorage Maintenance Fee of \$150 to the Dock Master. Please retain a copy of this document for your records.**

Permittee: \_\_\_\_\_

Date: \_\_\_\_\_

Permittee: \_\_\_\_\_

Date: \_\_\_\_\_